

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7397253

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	AGI SURETRACK LLC	05/09/2022
RECEIVING PARTY DATA		
Name:	CANADIAN IMPERIAL BANK OF COMMERCE	
Street Address:	595 BAY STREET, 7TH FLOOR	
City:	TORONTO	
State/Country:	ONTARIO	
Postal Code:	M5G 2C2	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	10334864	
Patent Number:	10440970	
CORRESPONDENCE DATA		
Fax Number:	(316)267-6345	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3162676371	
Email:	bmatthews@foulston.com	
Correspondent Name:	WILLIAM P. MATHEWS	
Address Line 1:	1551 N. WATERFRONT PARKWAY, SUITE 100	
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ATTORNEY DOCKET NUMBER:	103253-00012	
NAME OF SUBMITTER:	WILLIAM P. MATTHEWS	
SIGNATURE:	/William P. Matthews/	
DATE SIGNED:	06/23/2022	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of May 9, 2022, by AGI SURETRACK LLC, a Missouri limited liability company ("Grantor"), and CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank, as collateral agent for the Secured Parties under the Credit Agreement (the "Agent"), with an address of 595 Bay Street, 7th Floor, Toronto, Ontario M5G 2C2. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement referred to below.

WITNESSETH

WHEREAS, Grantor owns the Patents (as hereinafter defined) as listed on Schedule 1 annexed hereto;

WHEREAS, Ag Growth International Inc. and Westfield Distributing (North Dakota) Inc., as borrowers (the "Borrowers"), the financial institutions and other parties thereto from time to time, as lenders, Canadian Imperial Bank of Commerce, as Canadian Agent and U.S. Agent, are *inter alios* party to a second amended and restated credit agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified or replaced from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement dated as of November 14, 2018 (as amended, restated, supplemented or otherwise modified or replaced from time to time, including by a supplement signed by the Grantor to become a party thereto, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all Grantor's Patents whether presently existing or hereafter arising or acquired, and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, to secure the payment of all amounts owing under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Secured Party of the Secured Liabilities, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Secured Party, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(a) each United States or foreign patent now held or hereafter acquired by Grantor, including any registration or application for registration of any patents now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country (each a "Patent" and collectively, the "Patents"), including, without limitation, each Patent referred to in Schedule 1 annexed hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent including, without limitation, any Patent referred to in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

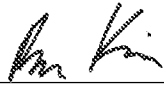
Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

This Patent Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

* * *

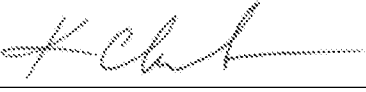
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

AGI SURETRACK LLC, as Grantor

By:  _____
Name: Ryan Kipp
Title: Secretary

Acknowledged:

**CANADIAN IMPERIAL BANK OF
COMMERCE,**
as Collateral Agent

By: _____

Name: Kevin Charko

Title: Managing Director

By: _____

Name: Danielle Bentley

Title: Director

SCHEDULE 1**PATENTS**

Patent Name	Country	Status	Registration No.	Registration Date	Application No.	Application Date	Owner
Grain Management Based on Growing Characteristics	US	Issued	10,334,864	July 2, 2019	14/973,667	December 17, 2015	Intellifarms, LLC (prior name of AGI Suretrack LLC)
Grain Management Based on Nutrient Characteristics	US	Issued	10,440,970	October 15, 2019	14/973,669	June 30, 2016	Intellifarms, LLC (prior name of AGI Suretrack LLC)

PATENT**REEL: 060288 FRAME: 0210****RECORDED: 06/23/2022**